Case 19-22928-TPA Doc 55 Filed 06/23/21 Entered 06/23/21 17:07:00 Desc Main IN THE UNDGED STATES REPRESENTED FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re: Thomas Brown, : Bankruptcy Case No.: 19-22928-TPA

Debtor. : Chapter 13

:

Thomas Brown, : Document No.:

Movant,

: Related to Document No.: New Rez LLC, Creditor :

New Rez LLC, Creditor .

And :

Ronda J. Winnecour, Ch 13 Trustee:

:

Respondents. :

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED OCTOBER 19, 2019

- 1. Pursuant to 11 U.S.C. Section 1329, the Debtor has filed an Amended Chapter 13 Plan dated June 23, 2021 which is annexed hereto as Exhibit "A" (the "Amended Chapter 13 Plan"). Pursuant to the Amended Chapter 13 Plan, the Debtor seeks to modify the confirmed Plan in the following particulars:
- a) Debtor's Plan is being modified to provide for payment of the notice of mortgage payment change filed by Creditor New Rez LLC.
- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors, and in the following particulars:
- a) Debtor's Amended Plan will have no impact on other creditors.
- 3. Debtor submits that the reason for the modification is as follows:
- a) Debtor's confirmed plan did not have sufficient funding to provide for payment of notice of mortgage payment change filed by creditor New Rez LLC.
- 4. The Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor further submits that the proposed modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 23rd Day of June 2021.

By: <u>s/Brian C. Thompson</u>
Attorney for Debtor(s)

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THOMPSON LAW GROUP, P.C.. 125 Warrendale-Bayne Road, Suite 200 Warrendale, PA 15086 724-799-8404 Telephone 724-799-8409 Facsimile bthompson@thompsonattorney.com

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	Themes		Description					
Debtor 1	Thomas First Name	Middle Name	Brown Last Name		x	Check if this is plan, and list be sections of the	elow	the
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		21	been changed	•	mat nave
United States Ba	nkruptcy Court for the W	estern District of Per	nnsylvania			, 3.1, 4.3		
Case number (if known)	19-22928-TPA							
Nestern	District of Pe	ennsylvania	a_					
Chapter	r 13 Plan D	Dated: Jun	23, 2021					
Part 1: Not	ices							
To Debtors:	This form sets ou indicate that the	option is approp	oriate in your circ	in some cases, but the pre cumstances. Plans that do lan control unless otherwise	not c	comply with loca	al rule	
	In the following not	ice to creditors, yo	u must check each	box that applies.				
o Creditors:	YOUR RIGHTS MA	AY BE AFFECTED	BY THIS PLAN.	YOUR CLAIM MAY BE REDU	JCED	, MODIFIED, OR	ELIMI	NATED.
	You should read th attorney, you may			our attorney if you have one in	this I	bankruptcy case.	If you	ı do not have
	ATTORNEY MUST THE CONFIRMAT PLAN WITHOUT F	T FILE AN OBJE ION HEARING, U FURTHER NOTIC	CTION TO CONFI JNLESS OTHERW E IF NO OBJECTI	YOUR CLAIM OR ANY PRO RMATION AT LEAST SEVEN JISE ORDERED BY THE CO ON TO CONFIRMATION IS F OF OF CLAIM IN ORDER TO	I (7) I URT. ILED.	DAYS BEFORE THE COURT N SEE BANKRUF	THE D MAY (PTCY	DATE SET F CONFIRM TI RULE 3015.
		the following ite	ms. If the "Inclu	Debtor(s) must check one bedd" box is unchecked or box.				
payment				3, which may result in a part te action will be required		Included	•	Not Include
	of a judicial lien or 4 (a separate action			ney security interest, set ou limit)	t in	Included	•	Not Include
3 Nonstanda	ard provisions, set o	ut in Part 9				Included	•	Not Include
ant 2		(5)						
Part 2: Pla	n Payments and L	engin oi Pian						
Debtor(s) will	make regular paymo	ents to the truste	e:					
Total amount of	of \$ <u>1,425.00</u>	per month for a	remaining plan ter	rm of 37 months shall be	paid 1	to the trustee from	n futu	ıre earnings
Payments	By Income Attachm	nent Directly by	Debtor	By Automated Bank Transf	er			
D#1	\$1,425.00		\$0.00	\$0.00				
D#2	\$0.00		\$0.00	\$0.00				
			attachable income) (SSA direct deposit recip				

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2.2	Additional payments:								
	Unpaid Filing Fees. available funds.	The balance of \$ _	sha	ll be fully paid b	y the Trustee to the	e Clerk o	of the Bankruptcy	Court from the first	
	Check one.								
	None. If "None" is ch	necked, the rest of	Section 2.2 need not b	e completed or	reproduced.				
	The debtor(s) will ma and date of each anti		nent(s) to the trustee fi	rom other sourc	es, as specified be	low. Des	cribe the source,	estimated amount,	
2.3	The total amount to be plus any additional sou				by the trustee bas	sed on t	he total amount	of plan payments	
Par	t 3: Treatment of S	Secured Claims							
3.1	Maintenance of paymen	ts and cure of def	ault, if any, on Long	-Term Continui	ng Debts.				
	Check one.								
	None. If "None" is ch	necked, the rest of S	Section 3.1 need not b	e completed or	reproduced.				
	The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.								
	Name of creditor		Collateral		Current installmer payment (including e		Amount of arrearage (if any)	Start date (MM/YYYY)	
	Select Portfolio Serv	ricing	587 Thompson Run Pittsburgh, PA 1523		\$285	.07	\$5,848.59	04/2020	
	New Rez LLC d/b/a Mortgage Servicing	Shellpoint	587 Thompson Run Pittsburgh, PA 1523		\$361	.05	\$11,947.84	07/2021	
	Insert additional claims as	s needed.							
3.2	Request for valuation of	f security, paymer	nt of fully secured cla	aims, and mod	fication of unders	secured	claims.		
	Check one.	Check one.							
	None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced.								
	The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.								
	The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below.								
	For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed Amount of secured claim. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.								
	The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding).								
	Name of creditor	Estimated amou of creditor's tota claim (See Para. below)	I	Value of collateral	Amount of A claims senior S to creditor's claim		clairrate p	flonthly ayment to reditor	
		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00	

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3.3 Secured claims excluded from 11 U.S.C. § 506.

	Check one.									
	None. If "None" is checked, the r	None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.								
	The claims listed below were either:									
	(1) Incurred within 910 days before thuse of the debtor(s), or	ne petition date and secured by a purchase	money security interes	t in a motor veh	nicle acquired for personal					
	(2) Incurred within one (1) year of the	petition date and secured by a purchase m	noney security interest	in any other thir	ng of value.					
	These claims will be paid in full under	the plan with interest at the rate stated belo	ow. These payments w	ill be disbursed	by the trustee.					
	Name of creditor	Collateral	Amount of claim	Interest rate	Monthly payment to creditor					
			\$0.00	0%	\$0.00					
	Insert additional claims as needed.									
3.4	Lien Avoidance.									
	Check one.									
	None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.									
	The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.									
	Name of creditor	Collateral	Modified principal balance*	Interest rate	Monthly payment or pro rata					
			\$0.00	0%	\$0.00					
	Insert additional claims as needed.		_							
	*If the lien will be wholly avoided, inse	rt \$0 for Modified principal balance.								
3.5	Surrender of Collateral.									
	Check one.									
	None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.									
	confirmation of this plan the stay	o each creditor listed below the collateral to under 11 U.S.C. § 362(a) be terminated as y allowed unsecured claim resulting from the	s to the collateral only	and that the sta	ay under 11 U.S.C. § 1301					
	Name of creditor	Collatera	al							
	Insert additional claims as needed.									

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3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
Ross Township (CI# 4)	\$539.23	Sewage	0%	587 Thompson Run Road Pittsburgh, PA 15237	
Ross Township (CI# 5)	\$306.21	Real Estate Taxes	0%	587 Thompson Run Road Pittsburgh, PA 15237	2019

Insert additional claims as needed.

Part 4: Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if pro se) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Thompson Law Group P.C In addition to a re	tainer of \$500.00 (of w	hich \$ <u>0</u> was a
payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or o	n behalf of the debtor, the am	ount of \$ 3,500.00 is to
be paid at the rate of \$ 250.00 per month. Including any retainer paid, a total of \$ 0	in fees and costs	reimbursement has been
approved by the court to date, based on a combination of the no-look fee and cos	ts deposit and previously a	pproved application(s) for
compensation above the no-look fee. An additional \$4,500.00 will be sought through	h a fee application to be filed	and approved before any
additional amount will be paid through the plan, and this plan contains sufficient funding	to pay that additional amou	nt, without diminishing the
amounts required to be paid under this plan to holders of allowed unsecured claims.		· ·

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit.

	If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor (s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders. Check here if this payment is for prepetition arrearages only.							
	Name of creditor (specify the actual payee, e.g. P.	A Description		Claim	Monthly payment			
	SCDU)				or pro rata			
				\$0.00	\$0.00			
	Insert additional claims as needed.							
4.6	Domestic Support Obligations assigned or owe	d to a governmental (unit and paid less thai	n full amount.				
	Check one.							
	None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced.							
	The allowed priority claims listed below are governmental unit and will be paid less than payments in Section 2.1 be for a term of 60 mo	the full amount of the	ne claim under 11 U.S					
	Name of creditor		Amount of claim to	be paid				
				\$0.00				
	Insert additional claims as needed.							
4.7	Priority unsecured tax claims paid in full.							
	Name of taxing authority To	otal amount of claim	Type of tax	Interest rate (0% if	Tax periods f blank			
		\$0.00		0%				

Part 5:

Treatment of Nonpriority Unsecured Claims

	1 3								
5.1	Nonpriority unsecured claims not separately cla	assified.							
	Debtor(s) ESTIMATE(S) that a total of \$4,680.52 will be available for distribution to nonpriority unsecured creditors.								
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of \$4,680.52 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).								
	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured credi of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within the included in this class.	plan base will be determine tors is 100 %. The unless all timely filed clai	ned only after audit of the parcentage of payment roms have been paid in full.	olan at time of completion may change, based upon Thereafter, all late-filed cl	. The estimated the total amount aims will be paid				
5.2	Maintenance of payments and cure of any defau	ılt on nonpriority unsecu	ured claims.						
	Check one.	, -							
	None. If "None" is checked, the rest of Section	f "None" is checked, the rest of Section 5.2 need not be completed or reproduced.							
The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the amount will be paid in full as specified below and disbursed by the trustee.									
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)				
		\$0.00	\$0.00	\$0.00					
	Insert additional claims as needed.	-		-	_				
5.3	Postpetition utility monthly payments.								
	The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.								
	Name of creditor	Monthly pay	ment Postpetit	ion account number					
		5	\$0.00						

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5.4	Other separately classified no	onpriority unsecured claims.								
	Check one.									
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.									
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:									
	Name of creditor	Basis for separate cla treatment	=	Amount of arrearag	J ^e Interest Es rate pa	stimated total ayments y trustee				
				\$0.00	0%	\$0.00				
	Insert additional claims as need	led.								
Par	t 6: Executory Contract	ts and Unexpired Leases								
		ceted. d, the rest of Section 6.1 need not be of installment payments will be disk. Description of leased property or executory contract			yments will be Estimated toto payments by trustee	_				
			\$0.00	\$0.00	\$0.00					
	Insert additional claims as need	led.	_							
Par	t 7: Vesting of Property	of the Estate								
7.1	Property of the estate shall no	ot re-vest in the debtor(s) until the d	ebtor(s) have cor	mpleted all payments	under the conf	irmed plan.				
Par	t 9: Camanal Dringinlas	Applicable to All Chapter 13 Pla								

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

- 9.1 Check "None" or List Nonstandard Plan Provisions.
 - None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10:

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor (s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X/s/Thomas Brown	Χ	
Signature of Debtor 1	Signature of Debtor 2	
Executed on Jun 23, 2021	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X/s/Brian C. Thompson	Date Jun 23 , 2021	
Signature of debtor(s)' attorney	MM/DD/YYYY	